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REC'D TN
REGULATORY AUTH.
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OFFICE OF THE
EXECUTIVE SECRETARY

April 3, 2002

Mr. Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

RECEIVED

APR 03 2002

200383

Dear Mr. Werner:

SUBJECT: Tariff to Introduce the 2Q Key Business Discount Program

Attached is the following tariff filing of BellSouth Telecommunications, Inc., issued April 3, 2002. We request that this tariff be effective May 3, 2002.

General Subscriber Services Tariff

A13- Tenth Revised Page 8

First Revised Page 84

First Revised Page 85

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Private Line Services Tariff

B7- Tenth Revised Page 2

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This Tariff is being filed to introduce the 2Q Key Business Discount Program and terminate the existing 2001 Key Business Discount Program. Additional details can be found in the Executive Summary that is included in this package. Also, attached for your review is a copy of the contract that will be used in this program.

(2)

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have any questions or wish to discuss.

Yours truly,

Paul Stinson /for

Attachments

EXECUTIVE SUMMARY

2Q Key Business Discount Program

The 2Q Key Business Discount Program provides reduced rates for qualifying business customers who sign a term commitment of 18 or 36 months within the enrollment period specified in the tariff. In return for signing this term commitment, customers receive discounts on their billed revenue as set forth in the Tariff. This Program will also replace the existing 2001 Key Business Discount Program.

To be eligible for this program, business customers must have one or more locations in a specified wire center with total billed BellSouth monthly revenue between \$75 and \$3,000 at that location. Customer with Analog Private Line Service are not eligible to participate in this Program.

Discounts under this Program will apply to billing for services in the General Subscriber Services Tariff and the Private Line Services Tariff.

Other terms and conditions apply as specified in the Tariff.

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(N)

BELLSOUTH
TELECOMMUNICATIONS, INC.
TENNESSEE
ISSUED: April 3, 2002
BY: President - Tennessee
Nashville, Tennessee

GENERAL SUBSCRIBER SERVICES TARIFF

First Revised Page 84
Cancels Original Page 84

EFFECTIVE: May 3, 2002

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

A13.90 Business Programs (Cont'd)

A13.90.6 2001 Key Business Discount Program

A. Rules and Regulations

Beginning June 26, 2001, and continuing until *May 3*, 2002, qualifying business customers with locations in specific wire centers may enroll in this Program, which provides discounts on their billed BellSouth revenue as described below, by signing an eighteen month or three-year term contract. (C)

1. In order to qualify for the 2001 Key Business Discount Program, new and existing BellSouth business customers with locations in specific wire centers listed following, must meet these requirements:
 - a. Participants must have monthly total billed BellSouth revenue of between \$100 and \$3000 at one location in a listed wire center per billed telephone number or Club bill. All other locations billed to the same telephone number or Club bill may also participate.
 - b. Participants may not have Analog Private Line service.
 - c. Multi location customers with BellSouth® Centrex, MultiServ® service, ESSX® service, or Digital ESSX service may participate so long as at least one location meets the eligibility requirement in a. preceeding. All other locations may participate as long as they are billed under the same account.
2. Eligible Wire Centers are: All wire centers in Rate Groups 4 and 5, Clarksville (Main) and Columbia (Main).

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

A13.90 Business Programs (Cont'd)

A13.90.6 2001 Key Business Discount Program (cont'd)

A. Rules and Regulations (cont'd)

2. Qualifying Program participants must sign a term contract of eighteen months or three years to receive the discounts that are detailed in B. following, Discount Schedule.
3. Base and Hunting discounts will be applied to billing for services in the Tennessee General Subscriber Services Tariff and the Tennessee Private Line Services Tariff.
4. Discounts are based on end-user monthly total billed BellSouth revenue at Tennessee locations in specific wire centers excluding:
 - Unregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.
5. To participate in this Program, qualifying customers must sign an eighteenth month or three-year term contract between June 26, 2001, and **May 3, 2002**. Following this period, no subscribers may enroll in this Program. This Program is available for resale for the duration of this enrollment period. Following the expiration of this enrollment period, no new customers may enroll in the Program, but any contract established under this Program between BellSouth and its customers would continue to be available for resale for the remaining term of the existing contract. Aside from these resale situations, a customer may not assign its rights under any contract signed pursuant to this Program to another customer or to any other third party. (C)
6. Should a participating customer terminate a contract signed under this Program without cause, the customer must pay BellSouth a termination liability equal to the lesser of: (1) the total of the repayment of discounts received during the previous twelve (12) months of service and the repayment of the prorated amount of any waived or discounted nonrecurring charges; or (2) six percent (6%) of the total contract amount. The same termination provisions will apply for all underlying services.
7. Customers with aggregated state-wide location revenues that exceed \$36,000 annually are not eligible to participate in the Business Discount Program, even if some or all of their locations meet the revenue criteria.
8. Base and Hunting discounts (for grouping service) apply only to BST total billed revenue within Tennessee.
9. Customers with volume and term Contract Service Arrangements (CSAs) are not eligible for this Program.
10. Customers participating in previous Key Customer Promotions, Business Discount Programs, the Hunting Term Promotion, the Competitive Response Program and/or any future versions of those promotions are not eligible for this Program.
11. A customer which is currently participating in the Hunting Term Promotion and which wishes to participate in this program may terminate its Hunting Term Promotion contract without incurring termination liability if the term elected by the customer under this program equals or exceeds the remaining term of the customer's Hunting Term Promotion contract.

EFFECTIVE: May 3, 2002

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

A13.90 Business Programs (Cont'd)

A13.90.12 2Q Key Business Discount Program

A. Rules and Regulations

Beginning May 3, 2002 and continuing until June 25, 2002, qualifying business customers with locations in Rate Group 4, 5, and Clarksville wire center may enroll in this Program, which provides discounts on their billed BellSouth revenue as described below, by signing an eighteen month or three-year term contract.

1. In order to qualify for the 2002 Key Business Discount Program, new and existing BellSouth business customers with locations in Rate Group 4, 5 and Clarksville wire center:
 - a. Participants must have monthly total billed BellSouth revenue of between \$75 and \$3000 at one location in Rate Group 4, 5 or Clarksville wire center per billed telephone number or Club bill. All other locations billed to the same telephone number or Club bill may also participate.
 - b. Participants may not have Analog Private Line service.
 - c. Multi location customers with BellSouth® Centrex, MultiServ® service, ESSX® service, or Digital ESSX service may participate so long as at least one location meets the eligibility requirement in a. preceding. All other locations may participate as long as they are billed under the same account.
 - d. Participants must be a BellSouth customer at time of discount to receive the discount.
2. Qualifying Program participants must sign a term contract of eighteen months or three years to receive the discounts that are detailed in B. following, Discount Schedule.
3. Base and Hunting discounts will be applied to billing for services in the Tennessee General Subscriber Services Tariff and the Tennessee Private Line Services Tariff.
4. Discounts are based on end-user monthly total billed BellSouth revenue at Tennessee locations in Rate Group 4, 5 and Clarksville wire center excluding:
 - Unregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.
5. To participate in this Program, qualifying customers must sign an eighteen month or three-year term contract between May 3, and June 25, 2002. Following this period, no subscribers may enroll in this Program. This Program is available for resale for the duration of this enrollment period. Following the expiration of this enrollment period, no new customers may enroll in the Program, but any contract established under this Program between BellSouth and its customers would continue to be available for resale for the remaining term of the existing contract. Aside from these resale situations, a customer may not assign its rights under any contract signed pursuant to this Program to another customer or to any other third party.
6. Should a participating customer terminate a contract signed under this Program without cause, the customer must pay BellSouth a termination liability equal to the lesser of: (1) the total of the repayment of discounts received during the previous twelve (12) months of service and the repayment of the prorated amount of any waived or discounted nonrecurring charges; or (2) six percent (6%) of the total contract amount. The same termination provisions will apply for all underlying services.
7. Customers with aggregated state-wide location revenues that exceed \$36,000 annually at the time of enrollment are not eligible to participate in the Business Discount Program, even if some or all of their locations meet the revenue criteria.
8. Base and Hunting discounts (for grouping service) apply only to BST total billed revenue within Tennessee.
9. Customers with volume and term Contract Service Arrangements (CSAs) are not eligible for this Program.
10. This promotion may not used concurrently with any previous or existing BellSouth Business Programs as described in A13.90 of this Tariff and/or B7.11 of the Private Line Services Tariff.

EFFECTIVE: May 3, 2002

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

A13.90 Business Programs (Cont'd)

A13.90.12 2Q Key Business Discount Program (cont'd)

A. Rules and Regulations (cont'd)

11. A customer which is currently participating in the Hunting Term Promotion and which wishes to participate in this program may terminate its Hunting Term Promotion contract without incurring termination liability if the term elected by the customer under this program equals or exceeds the remaining term of the customer's Hunting Term Promotion contract. (N)
12. After enrollment, customers whose charges exceed the \$3,000 threshold will continue to receive the maximum discount allowed under the Program (N)
13. After enrollment, customers who move to a location outside Rate Group 4, 5 or Clarksville wire center will continue to receive the term agreement until the contract expires. (N)

B. Discount Schedule

1. Base discounts applicable to the subscribers' total billed revenue at Tennessee locations in Rate Group 4, 5 and Clarksville wire center as defined in A.1., 2., 3., and 4 preceding are as follows: (N)

Monthly Total Billed Revenue	18 Month Term	36 Month Term
\$75 - \$3,000	10%	25%
Hunting Discount	50%	100%

2. For each month during which a contract which is signed under this Program is in effect, the customer will receive the discount associated with the customer's total billed BellSouth revenue at a given Tennessee location as defined in A.1., 2., 3., and 4 preceding for that particular month. (N)
3. The applied discounts will appear as a credit in the Other Charges and Credits (OC&C) section of the Program Participant's bill. (N)

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B7. DIGITAL NETWORK SERVICE

B7.11 Business Programs (Cont'd)

B7.11.4 2001 Key Business Discount Program

A. Rules and Regulations

Beginning June 26, 2001, and continuing until *May 3*, 2002, qualifying business customers with locations in specific wire centers may enroll in this Program, which provides discounts on their billed BellSouth revenue as described below, by signing an eighteen month or three-year term contract. (N)
(C)

1. In order to qualify for the 2001 Key Business Discount Program, new and existing BellSouth business customers with locations in specific wire centers listed following, must meet these requirements:
 - a. Participants must have monthly total billed BellSouth revenue of between \$100 and \$3000 at one location in a listed wire center per billed telephone number or Club bill. All other locations billed to the same telephone number or Club bill may also participate.
 - b. Participants may not have Analog Private Line service.
 - c. Multi location customers with BellSouth® Centrex, MultiServ® service, ESSX® service, or Digital ESSX® service may participate so long as at least one location meets the eligibility requirement in (a), preceding. All other locations may participate as long as they are billed under the same account.
2. Eligible Wire Centers are: All wire centers in Rate Groups 4 and 5, Clarksville (Main) and Columbia (Main).

B7. DIGITAL NETWORK SERVICE

B7.11 Business Programs (Cont'd)

B7.11.4 2001 Key Business Discount Program (cont'd)

A. Rules and Regulations (cont'd)

3. Qualifying Program participants must sign a term contract of eighteen months or three years to receive the discounts that are detailed in B. following, Discount Schedule. (T)
4. Base and Hunting discounts will be applied to billing for services in the Tennessee General Subscriber Services Tariff and the Tennessee Private Line Services Tariff. (T)
5. Discounts are based on end-user monthly total billed BellSouth revenue at Tennessee locations in specific wire centers excluding:
 - Unregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.(T)
6. To participate in this Program, qualifying customers must sign an eighteenth month or three-year term contract between June 26, 2001, and *May 3*, 2002. Following this period, no subscribers may enroll in this Program. This Program is available for resale for the duration of this enrollment period. Following the expiration of this enrollment period, no new customers may enroll in the Program, but any contract established under this Program between BellSouth and its customers would continue to be available for resale for the remaining term of the existing contract. Aside from these resale situations, a customer may not assign its rights under any contract signed pursuant to this Program to another customer or to any other third party. (C)
7. Should a participating customer terminate a contract signed under this Program without cause, the customer must pay BellSouth a termination liability equal to the lesser of: (1) the total of the repayment of discounts received during the previous twelve (12) months of service and the repayment of the prorated amount of any waived or discounted nonrecurring charges; or (2) six percent (6%) of the total contract amount. The same termination provisions will apply for all underlying services. (T)
8. Customers with aggregated state-wide location revenues that exceed \$36,000 annually are not eligible to participate in the Business Discount Program, even if some or all of their locations meet the revenue criteria. (T)
9. Base and Hunting discounts (for grouping service) apply only to BST total billed revenue within Tennessee. (T)
10. Customers with volume and term Contract Service Arrangements (CSAs) are not eligible for this Program. (T)
11. Customers participating in previous Key Customer Promotions, Business Discount Programs, the Hunting Term Promotion, the Competitive Response Program and/or any future versions of those promotions are not eligible for this Program. (T)
12. A customer which is currently participating in the Hunting Term Promotion and which wishes to participate in this program may terminate its Hunting Term Promotion contract without incurring termination liability if the term elected by the customer under this program equals or exceeds the remaining term of the customer's Hunting Term Promotion contract. (T)

EFFECTIVE: May 3, 2002

B7. DIGITAL NETWORK SERVICE

B7.11 BUSINESS PROGRAMS (cont'd)

B7.11.6 2Q Key Business Discount Program

A. Rules and Regulations

Beginning May 3, 2002 and continuing until June 25, 2002, qualifying business customers with locations in Rate Group 4, 5, and Clarksville wire center may enroll in this Program, which provides discounts on their billed BellSouth revenue as described below, by signing an eighteen month or three-year term contract.

1. In order to qualify for the 2002 Key Business Discount Program, new and existing BellSouth business customers with locations in Rate Group 4, 5 and Clarksville wire center:
 - a. Participants must have monthly total billed BellSouth revenue of between \$75 and \$3000 at one location in Rate Group 4, 5 or Clarksville wire center per billed telephone number or Club bill. All other locations billed to the same telephone number or Club bill may also participate.
 - b. Participants may not have Analog Private Line service.
 - c. Multi location customers with BellSouth® Centrex, MultiServ® service, ESSX® service, or Digital ESSX service may participate so long as at least one location meets the eligibility requirement in a. preceding. All other locations may participate as long as they are billed under the same account.
 - d. Participants must be a BellSouth customer at time of discount to receive the discount.
2. Qualifying Program participants must sign a term contract of eighteen months or three years to receive the discounts that are detailed in B. following, Discount Schedule.
3. Base and Hunting discounts will be applied to billing for services in the Tennessee General Subscriber Services Tariff and the Tennessee Private Line Services Tariff.
4. Discounts are based on end-user monthly total billed BellSouth revenue at Tennessee locations in Rate Group 4, 5 and Clarksville wire center excluding:
 - Unregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.
5. To participate in this Program, qualifying customers must sign an eighteenth month or three-year term contract between May 3, and June 25, 2002. Following this period, no subscribers may enroll in this Program. This Program is available for resale for the duration of this enrollment period. Following the expiration of this enrollment period, no new customers may enroll in the Program, but any contract established under this Program between BellSouth and its customers would continue to be available for resale for the remaining term of the existing contract. Aside from these resale situations, a customer may not assign its rights under any contract signed pursuant to this Program to another customer or to any other third party.
6. Should a participating customer terminate a contract signed under this Program without cause, the customer must pay BellSouth a termination liability equal to the lesser of: (1) the total of the repayment of discounts received during the previous twelve (12) months of service and the repayment of the prorated amount of any waived or discounted nonrecurring charges; or (2) six percent (6%) of the total contract amount. The same termination provisions will apply for all underlying services.
7. Customers with aggregated state-wide location revenues that exceed \$36,000 annually at the time of enrollment are not eligible to participate in the Business Discount Program, even if some or all of their locations meet the revenue criteria.
8. Base and Hunting discounts (for grouping service) apply only to BST total billed revenue within Tennessee.
9. Customers with volume and term Contract Service Arrangements (CSAs) are not eligible for this Program.
10. This promotion may not used concurrently with any previous or existing BellSouth Business Programs as described in A13.90 of this Tariff and/or B7.11 of the Private Line Services Tariff.

EFFECTIVE: May 3, 2002

B7. DIGITAL NETWORK SERVICE

B7.11 BUSINESS PROGRAMS (cont'd)

B7.11.6 2Q Key Business Discount Program (Cont'd)

A. Rules and Regulations (cont'd)

11. A customer which is currently participating in the Hunting Term Promotion and which wishes to participate in this program may terminate its Hunting Term Promotion contract without incurring termination liability if the term elected by the customer under this program equals or exceeds the remaining term of the customer's Hunting Term Promotion contract. (N)
12. After enrollment, customers whose charges exceed the \$3,000 threshold will continue to receive the maximum discount allowed under the Program (N)
13. After enrollment, customers who move to a location outside Rate Group 4, 5 or Clarksville wire center will continue to receive the term agreement until the contract expires. (N)

B. Discount Schedule

1. Base discounts applicable to the subscribers' total billed revenue at Tennessee locations in Rate Group 4, 5 and Clarksville wire center as defined in A.1., 2., 3., and 4 preceding are as follows: (N)

Monthly Total Billed Revenue	18 Month Term	36 Month Term
\$75 - \$3,000	10%	25%
Hunting Discount	50%	100%

2. For each month during which a contract which is signed under this Program is in effect, the customer will receive the discount associated with the customer's total billed BellSouth revenue at a given Tennessee location as defined in A.1., 2., 3., and 4 preceding for that particular month. (N)
3. The applied discounts will appear as a credit in the Other Charges and Credits (OC&C) section of the Program Participant's bill. (N)



BellSouth Key Business Discount Program Subscriber Election Agreement- Tennessee

The undersigned Subscriber desires to participate in the BellSouth Key Business Discount Program (the "Program"), and agrees to the following:

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and has a monthly total billed BellSouth regulated charges* at each such location between \$75 and \$3,000. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff (G.S.S.T.) or Private Line Services Tariff (P.L.S.T.), for a minimum of eighteen (18) or thirty-six (36) months from the enrollment date in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the discount off its BellSouth regulated charges as set forth in paragraph 2, below.

2. Subscriber agrees to the following term and base discount (Check One):

Monthly Billed BellSouth Regulated Charges*	<input type="checkbox"/> Eighteen (18) Month Term	<input type="checkbox"/> Thirty-six (36) Month Term
\$75.00 - \$3,000.00	10%	25%
Hunting Bonus Discount	50%	100%

* The total billed charges consist of end-user monthly billed BellSouth regulated charges at qualifying locations in Tennessee excluding: non-regulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.

3. The Hunting Bonus Discount will apply to the Subscriber's recurring charge for the Hunting service commensurate with the Term of the Election Subscriber chooses. (Hunting is also defined as Grouping Service).

4. For each month during which this Election is in effect, Subscriber will receive the discount associated with Subscriber's monthly billed BellSouth regulated charges* (as defined G.S.S.T. A13.90.12 and/or P.L.S.T. B7.11.4.6) for that particular month. If such charges fall below the minimum charges per month, discounts will not be applied for such locations. The applied discounts will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill. All business local service will continue after the Election term has expired, after which Subscriber agrees to pay full tariffed charges.

5. Estimated total savings for the life of this term election is \$ _____.
(Based on the information available at the start of this election period); customer will receive savings actually incurred.

6. Should subscriber terminate this election without cause, Subscriber shall pay BellSouth a termination liability equal to the lesser of: (1) the total of discounts received during the previous twelve (12) months of service and the repayment of the prorated amount of any waived or discounted nonrecurring charges; or (2) six percent (6%) of the total election amount. Should the Customer elect to terminate this agreement prior to the expiration date without cause, the actual termination charge will be calculated based on information available at the time of termination. Based on the information available at the start of this contract, at the end of the first six (6) months of the contract period and for each six (6) month period thereafter, the estimated amount of the termination liability charge will be \$ _____. In any event, the estimated termination liability charge will not exceed this amount. Should the Subscriber elect to terminate this contract prior to the expiration date without cause, the actual termination charge will be calculated as described above and based on information available at the time of termination. The same termination provisions will apply to all underlying services.

7. In the event Subscriber changes service locations for business local service, Subscriber shall notify its BellSouth Small Business Office to advise of the change in service location.

8. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.

9. This Election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.

SUBSCRIBER: _____
(Business Name)

(Business Address)

By: _____
(Signature)

City/State

Print Name

(Business Telephone Number)

Title

(Additional Business Telephone Number(s))

Date

Email Address (optional)

Version 3/29/02

Seller Name _____

CUID _____

Telephone # for Questions _____